

SERIAL 00018 - SC INSTALLATION OF PAINT STRIPES AND MARKINGS, THERMOPLASTIC STRIPES AND MARKINGS AND RAISED PAVEMENT MARKERS

JUNE 30, 2005

~~JUNE 30, 2004~~

CONTRACT PERIOD THROUGH ~~JUNE 30, 2003~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PUBLIC WORKS: PAVEMENT MARKING SERVICES
AKA INSTALLATION OF PAINT STRIPES AND MARKINGS, THERMOPLASTIC
STRIPES AND MARKINGS AND RAISED PAVEMENT MARKERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 7, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Jim Baker ~~Don Greene~~, MCDOT
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **INSTALLATION OF PAINT STRIPES AND MARKINGS,
THERMOPLASTIC STRIPES AND MARKINGS AND RAISED PAVEMENT MARKERS**

1.0 **INTENT:**

The intent for this solicitation is to establish a multi award contract with a three (3) year pricing agreement with **two, one-year** options for renewal. This pricing agreement is for the purpose of providing personnel, materials, and equipment for installing paint stripes and markings, thermoplastic stripes and markings, and raised pavement markers in accordance with Maricopa County Department of Transportation Supplement to M.A.G. Uniform Standards Specifications, no work shall be done without a valid purchase order. Copies of the MCDOT Supplement are available from the Maricopa County Department of Transportation, 2901 West Durango Street, Phoenix, AZ 85009-6357 (telephone 602-506-1482). This service to be authorized by Purchase Order only. **At the option of the County, Primary and Secondary awards may be made.**

It is to be understood that in these specifications the term "Pavement Markings" shall refer to all Roadway Striping, and any wording on the Roadway Surface. (Example: Stop Ahead, School Zone, Slow, R R Xing, etc). Raised Pavement Markers (R.P.M.) shall include any reflectorized or non-reflectorized delineators that denote any type of channelization.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **PAINT STRIPES AND MARKINGS:**

Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (March, 1999 edition) to M.A.G. Uniform Standard Specification for Paint Pavement Markings (SECTION 461).

This solicitation is being issued for materials and installation under MCDOT Section 461 with the following exceptions:

The types of paint used for CONTRACTOR application are water borne 100% Acrylic Polymer Emulsion (high build type) and Crosslink Polymer Emulsion (plastic type) white and yellow (lead and lead-free). The Pricing Documentation (ATTACHMENT A) shall indicate the pricing of each type and the manufacturer's brand name and product code/series number.

461.2.01 Pavement Marking Paint:

(D) Quantitative Requirements of Mixed Paints:

This section is replaced with the following section:

2.1.1 100% ACRYLIC POLYMER EMULSION

	WHITE	YELLOW
Pigment, % by weight	60 ± 2	60 ± 2
Vehicle, % by weight	40 ± 2	40 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.0	13.0
Viscosity, @ 77° F, Krebs Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	125	125
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

2.0 **TECHNICAL SPECIFICATIONS:** (continued)

NOTE: Resin shall be equal to or better than Rohm & Haas™ Resin E3427.

Paint shall be equivalent to or better than Pervo Stripe™ 6000 Series.

2.1.2 CROSSLINK POLYMER EMULSION

	WHITE	YELLOW
Pigment, % by weight	62 ± 2	62 ± 2
Vehicle, % by weight	38 ± 2	38 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.5	13.5
Viscosity, @ 77° F, Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	1 hour	1 hour
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

NOTE: Resin shall be equal to or better than Rohm & Haas™ Resin HD21.

Paint shall be equivalent to or better than PervoPlastic™ 6050 Series.

2.2 **THERMOPLASTIC STRIPES AND MARKINGS:**

Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (March, 1999 edition) to M.A.G. Uniform Standard Specification for Thermoplastic Pavement Markings (SECTION 462).

This solicitation is being issued for materials and installation under MCDOT Section 462:

2.3 **RAISED PAVEMENT MARKERS:**

Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (March, 1999 edition) to M.A.G. Uniform Standard Specification for Raised Pavement Markers (SECTION 463).

This solicitation is being issued for materials and installation under MCDOT Section 463 with the following additions:

Section 463.2.02 Reflective Pavement Markers:

Add Stimsonite™ 944, 948 and Fire-Lite models and Ray-O-Lite™ 7700, 8700 and 9700 Series models.

The Pricing Documentation (Attachment A) shall include the manufacturer's name and model number for each type of marker quoted.

2.4 **PAVEMENT MARKING "REMOVAL":**

The work under this section shall consist of removing all conflicting pavement markings, in conformance with hazardous waste disposal regulations, R.P.M. and any other necessary traffic control devices deemed necessary by the Engineer.

- 2.4.1 Approved Methods for "Chlorinated Rubber traffic Paint".
 - 2.4.1.1 Sandblasting.
 - 2.4.1.2 Steel Shot Method (Turbo-Blaster).
 - 2.4.1.3 Asphaltic Overlay:
The asphalt overlay thickness and dimensions shall meet the requirements of the Engineer.
 - 2.4.1.4 Chip Seal:
When using this method the entire pavement area shall be covered.
- 2.4.2 Approved Methods for "Tape Pavement Markings/Cold Plastic."
 - 2.4.2.1 Grinding.
 - 2.4.2.2 Burning/Heat Method.
 - 2.4.2.3 Asphaltic Overlay:
The asphalt overlay thickness and dimensions shall meet the requirements of the Engineer.
- 2.4.3 Approved Methods for "Thermoplastic Pavement Markings."
 - 2.4.3.1 Heat/Grinding Combination.
 - 2.4.3.2 Heat/Steel Shot (Turbo-Blaster) Combination.
 - 2.4.3.3 Grinding/Steel Shot (Turbo-Blaster) Combination.
- 2.4.4 Approved Methods for the Removal of the "Raised Pavement Markers."
 - 2.4.4.1 Grinding.
 - 2.4.4.2 Hammer/Chisel Method.
 - 2.4.4.3 Blade (use of Heavy Duty Equipment).

2.5 **PAVEMENT PREPARATION:**

- 2.5.1 It shall be the Contractor's responsibility to determine what type of pavement markings currently exist on the project to be done, and determine the appropriate method of removal. The final decision for the method of removal must be approved by the Engineer first.
- 2.5.2 Any holes or other damage to the pavement caused by the method of removal shall be repaired by the Contractor at his expense. The method of repair or correction shall meet the approval of the Engineer prior to any repair work.

2.5 **PAVEMENT PREPARATION:** (continued)

- 2.5.3 It will be the Contractor's responsibility to prepare the roadway surface for the installation of striping and raised pavement markers and R.P.M. This may include sweeping/brooming, (manually or by machine), blading (removing mud or dirt) and any other cleaning of the road-way surface to insure proper installation of striping and markers. (Example: Oil, Grease.)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **SUPPORTIVE SPECIFICATIONS:**

The Engineer shall give the Contractor a minimum of seventy-two (72) hours advance notice before commencement of work. The Contractor then must start the project within three (3) working days of the notification.

If the primary Contractor cannot start the project within three (3) working days of notification, the project will be awarded to the secondary Contractor, if a secondary award has been made.

A field inspection of the striping layout shall be required prior to any permanent applications. The field inspection will be performed by the Engineer. The Contractor will accompany the Engineer only upon request.

The Contractor shall spot the roadway surface according to the engineering striping plans at five (5) foot to seven (7) foot intervals on all unmarked roads.

The County has three (3) working days to inspect the striping layout and to notify the Contractor of any corrections.

The Contractor shall notify the Engineer that the road is ready for inspection after the striping layout and spotting of the entire project is completed.

The County reserves the right to inspect all completed work within fifteen (15) of completion of the project.

Upon completion of each project, the Contractor will submit a detailed installation sheet to the County. This detailed sheet is to accompany the invoice submitted by the Contractor to the County for payment. The County will supply the installation sheet to the Contractor.

3.2 **CONTRACT MINIMUM WORK REQUIREMENTS:**

The contractor **CANNOT** refuse to do a project under this pricing agreement based on a minimum amount of linear feet installed or pavement marking removal. Any proposals containing minimum clauses will be rejected.

3.3 **TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.4 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.5 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.6 **ACCEPTANCE:**

At the end of one (1) year from installation there will be a joint onsite inspection made with the Contractor and the Engineer. At this time ninety percent (90%) of all the work performed by the Contractor must be in its original condition. If not, it shall be replaced by the Contractor at no cost to Maricopa County. If any removal of R.P.M. is caused by the County, the County will replace them or have the Contractor reinstall them under this contract.

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. Maricopa requires a one (1) year warranty from the last date of installation on workmanship and product. If at any time within the warranty period, there is a failure on the workmanship and or product it will be repaired to the satisfaction of the Engineer and at no cost to the County. All documentation shall be completed prior to final acceptance.

3.7 **CONTRACT LENGTH:**

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.8 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.9 **INDEMNIFICATION AND INSURANCE:**

3.9.1 **INDEMNIFICATION FOR PROFESSIONAL LIABILITY**

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.9.2 **INSURANCE REQUIREMENTS:**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.9.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

- 3.9.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.9.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Sub**CONTRACTOR** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.10 **CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A \$25.00 ADMINISTRATIVE FEE.**

3.11 **INDEMNIFICATION AND INSURANCE:**

3.11.1 **INDEMNIFICATION FOR PROFESSIONAL LIABILITY**

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.11.2 **INSURANCE REQUIREMENTS:**

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.11.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.11.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.11.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Sub**CONSULTANT** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.11.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.12 **CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, **CONSULTANT** shall, upon request, furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A \$25.00 ADMINISTRATIVE FEE.**

3.13 **INDEMNIFICATION AND INSURANCE:**

3.13.1 **INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.14 **INSURANCE REQUIREMENTS:**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the COUNTY.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the COUNTY under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention and the COUNTY, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The COUNTY shall not be obligated, however, to review such policies and/or endorsements or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of the COUNTY'S right to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S work or service.

- 3.14.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for CONTRACTOR'S operations and products and completed operations.

If the CONTRACTOR subcontracts any part of the work, services or operations awarded to the CONTRACTOR, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the CONTRACTOR'S work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR'S Commercial General Liability insurance.

- 3.14.2 Automobile Liability. CONTRACTOR shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.14.3 Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the CONTRACTOR.

3.15 **CERTIFICATES OF INSURANCE:**

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the COUNTY with Certificates of Insurance, upon request, or formal endorsements as required by the Contract, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR'S work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the COUNTY fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A \$25.00 ADMINISTRATIVE FEE.**

3.16 **CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.17 **REQUIREMENT OF CONTRACT BONDS:**

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.17.1 **PERFORMANCE BOND:**

The successful Bidder will be required to furnish a **Performance Bond** in the amount of **\$10,000.00, within 10 days from receipt of notification of award.** Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Contractors are requested to tender this bond on a document approved by the Arizona Department of Insurance. One Contractor failing to supply a Performance Bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bonds are to be identified with Bid Serial Number, Title and return address.

3.18 **TESTING**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Bidder holding the contract.

3.19 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.20 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.21 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.22 **FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.23 **TECHNICAL AND DESCRIPTIVE LITERATURE:**

Bidder(s) shall include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.24 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.25 **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.26 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposes without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.27 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT SPECIALIST – (602) 506-3274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 **ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 **APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 **ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 **SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

4.13 **CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 **CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 **AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 **P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 **VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 **CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 **GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 **DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 **PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 **SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.26 **PROCUREMENT CARD CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities [may/shall] be considered non-responsive and not eligible for award consideration.

ROAD MARKINGS INC, 1850 E ENCANTO DRIVE, 4741 S HOLBROOK LN, TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO 0 % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

C970111 / B0603718
NIGP CODE 96661

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.1	NEW STRIPING, WATER BORNE PAINT (LAYOUT REQUIRED)		
6.1.1	Roadway Striping, w/beads (Long Line)		"Primary Award"
6.1.1.1	White	105600 LF	<u>\$0.045</u> 0.044 /LF
6.1.1.2	Yellow	14000 LF	<u>\$0.046</u> 0.045 /LF
6.1.2	Intersection Striping		
6.1.2.1	Cross walk (12") (White or Yellow)	3456 LF	<u>\$0.051</u> 0.50 /LF
6.1.2.2	Holding Bar (8")	5760 LF	<u>\$0.0153</u> 0.45 /LF
6.1.2.3	Stop Bar (12")	432 LF	<u>\$0.051</u> 0.50 /LF
6.1.2.4	Islands (8")	200 LF	<u>\$0.0204</u> 0.20 /LF
6.1.2.5	Arrows (LT., RT., & ST.)	36 EA	<u>\$40.80</u> 40.00 /EA
6.1.3	Railroad Pavement Marking		
6.1.3.1	Stop Bar (24")	108 LF	<u>\$0.918</u> 0.90 /LF
6.1.3.2	"X"ing Pavement Marking (16")	60 LF	<u>\$1.02</u> 4.00 /LF
6.1.3.3	"R.R." Pavement Marking	3 EA	<u>\$56.10</u> 55.00 /EA
6.1.4	Pavement Wording (Example: School, Stop Ahead)		
6.1.4.1	All letters and/or Numbers	12 EA	<u>\$25.50</u> 25.00 /EA

ROAD MARKINGS INC, 1850 E ENCANTO DRIVE, 1741 S HOLBROOK LN, TEMPE, AZ 85281

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.2	RE-STRIPING, WATER BORNE PAINT (NO LAYOUT REQUIRED):		
6.2.1	Roadway Striping, w/beads (Long Line)		“Primary Award”
6.2.1.1	White	5280000 LF	\$0.0388 <u>0.38</u> /LF
6.2.1.2	Yellow	660000 LF	\$0.0398 <u>0.39</u> /LF
6.2.2	Intersection Striping		
6.2.2.1	Cross walk (12”) (White or Yellow)	1920 LF	\$0.0408 <u>0.40</u> /LF
6.2.2.2	Holding Bar (8”)	3200 LF	\$0.102 <u>0.10</u> /LF
6.2.2.3	Stop Bar (12”)	60 LF	\$0.408 <u>0.40</u> /LF
6.2.2.4	Islands (8”)	100 LF	\$0.153 <u>0.15</u> /LF
6.2.2.5	Arrows (LT., RT., & ST.)	20 EA	\$25.50 <u>25.00</u> /EA
6.2.3	Railroad Pavement Marking		
6.2.3.1	Stop Bar (24”)	108 LF	\$0.714 <u>0.70</u> /LF
6.2.3.2	“X”ing Pavement Marking (16”)	60 LF	\$0.918 <u>0.90</u> /LF
6.2.3.3	“R.R.” Pavement Marking	3 EA	\$35.70 <u>35.00</u> /EA
6.2.4	Pavement Wording (Example: School, Stop Ahead)		
6.2.4.1	All letters and/or Numbers	12 EA	\$20.40 <u>20.00</u> /EA
ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.3	NEW STRIPING, THERMOPLASTIC (LAYOUT REQUIRED):		
6.3.1	Roadway Striping (Long Line)		“Primary Award”
6.3.1.1	30 mils thick	1000 LF	\$0.1224 <u>0.12</u> /LF
6.3.1.2	60 mils thick	100 LF	\$0.1632 <u>0.16</u> /LF
6.3.1.3	90 mils thick	1,000 LF	\$0.1836 <u>0.18</u> /LF
6.3.1.4	120 mils thick	1,000 LF	\$0.2346 <u>0.23</u> /LF
6.3.2	Intersection Striping (at 120 mils thick)		
6.3.2.1	Cross walk (12") (White or Yellow)	2,000 LF	\$1.02 <u>1.00</u> /LF
6.3.2.2	Holding Bar (8")	2,000 LF	\$0.714 <u>0.70</u> /LF
6.3.2.3	Stop Bar (12")	2,000 LF	\$1.224 <u>1.20</u> /LF

ROAD MARKINGS INC, 1850 E ENCANTO DRIVE, 1741 S HOLBROOK LN, TEMPE, AZ 85281

6.3.2.4	Islands (8")	500 LF	<u>\$0.816</u> 0.80 /LF
6.3.2.5	Arrows (LT., RT., & ST.)	10 EA	<u>\$76.50</u> 75.00 /EA
6.3.3	Railroad Pavement Marking (120 mils thick)		
6.3.3.1	Stop Bar (24")	1,000 LF	<u>\$2.448</u> 2.40 /LF
6.3.3.2	"X" ing Pavement Marking	1,000 LF	<u>\$1.632</u> 1.60 /LF
6.3.3.3	"R.R." Pavement Marking	6 EA	<u>\$91.80</u> 90.00 /EA
6.3.4	PAVEMENT WORDING (120 mils) (Example: School, Stop Ahead)		
6.3.4.1	All letters and/or Numbers	6 EA	<u>\$35.70</u> 35.00 /EA
ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.4	RE-STRIPING, THERMOPLASTIC (NO LAYOUT REQUIRED):		
6.4.1	Roadway Striping (Long Line)		"Primary Award"
6.4.1.1	30 mils thick	2000 LF	<u>\$0.1193</u> 0.117 /LF
6.4.1.2	60 mils thick	2000 LF	<u>\$0.150</u> 0.147 /LF
6.4.1.3	90 mils thick	1,000 LF	<u>\$0.181</u> 0.177 /LF
6.4.1.4	120 mils thick	2,000 LF	<u>\$0.201</u> 0.197 /LF
6.4.2	Intersection Striping (120 mils thick)		
6.4.2.1	Crosswalk (12") (White or Yellow)	4,000 LF	<u>\$0.969</u> 0.95 /LF
6.4.2.2	Hold Bar (8")	4,000 LF	<u>\$0.867</u> 0.85 /LF
6.4.2.3	Stop Bar (12")	4,000 LF	<u>\$1.071</u> 1.05 /LF
6.4.2.4	Islands (8")	500 LF	<u>\$0.867</u> 0.85 /LF
6.4.2.5	Arrow (LT., RT., & ST.)	30 EA	<u>\$86.70</u> 85.00 /EA
6.4.3	Railroad Pavement Marking (120 mils thick)		
6.4.3.1	Stop Bar (24")	500 LF	<u>\$2.448</u> 2.40 /LF
6.4.3.2	"X"ing Pavement Marking	500 LF	<u>\$1.428</u> 1.40 /LF
6.4.3.3	"R.R." Lettering	6 EA	<u>\$91.80</u> 90.00 /EA
6.4.4	Pavement Wording (120 mils) (Example: School, Stop Ahead)		
6.4.4.1	All Letters and/or Numbers	6 EA	<u>\$40.80</u> 40.00 /EA

ROAD MARKINGS INC, 1850 E ENCANTO DRIVE, 1741 S HOLBROOK LN, TEMPE, AZ 85281

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.5	RE-STRIPING, THERMOPLASTIC (NO LAYOUT REQUIRED)		
6.5.1	Intersection striping (at 30 mils thick)		“Primary Award”
6.5.1.1	Crosswalk (12"0 (White or Yellow)	1,000 LF	<u>\$0.612</u> 0.60 /LF
6.5.1.2	Holding Bar (8")	1,000 LF	<u>\$0.408</u> 0.40 /LF
6.5.1.3	Stop Bar (12")	1,000 LF	<u>\$0.612</u> 0.60 /LF
6.5.1.4	Islands (8")	1,000 LF	<u>\$0.816</u> 0.80 /LF
6.5.1.5	Arrow (LT., RT., ST.)	10 EA	<u>\$56.10</u> 55.00 /EA
6.5.2	Railroad Pavement Marking (30 mils thick)		
6.5.2.1	Stop Bar (24")	1,000 LF	<u>\$0.867</u> 0.85 /LF
6.5.2.2	"X"ing Pavement Marking	500 LF	<u>\$0.561</u> 0.55 /LF
6.5.2.3	"R.R." Lettering	6 EA	<u>\$40.80</u> 40.00 /EA
6.5.3	Pavement Wordings (30 mils) (Example: School, Stop Ahead)		
6.5.3.1	All Letters and/or Numbers	6 EA	<u>\$35.70</u> 35.00 /EA
6.6	INSTALLATION OF RAISED PAVEMENT MARKERS:		
6.6.1	Stimsonite Markers		
6.6.1.1	2-way 1-color "Full size"	20,000 EA	<u>\$2.703</u> 2.65 /EA
6.6.1.2	1-way only "Full size"	30,000 EA	<u>\$2.652</u> 2.60 /EA
6.6.1.3	2-way 2-color "Full size"	500 EA	<u>\$2.805</u> 2.75 /EA
6.6.1.4	2-way 1-color "Jr."	1,000 EA	<u>\$2.448</u> 2.40 /EA
6.6.1.5	1-way only "Jr."	1,000 EA	<u>\$2.448</u> 2.40 /EA
6.6.1.6	2-way 2-color "Jr."	50 EA	<u>\$2.55</u> 2.50 /EA
ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.6.2	Ray-O-Lite Markers		“Primary Award”
6.6.2.1	2-way 1-color "Full size"	1,000 EA	<u>\$2.703</u> 2.65 /EA
6.6.2.2	1-way only "Full size"	1,000 EA	<u>\$2.601</u> 2.55 /EA
6.6.2.3	2-way 2-color "Full size"	50 EA	<u>\$2.703</u> 2.65 /EA
6.6.2.4	2-way 1-color "Jr."	1,000 EA	<u>\$2.50</u> 2.45 /EA

ROAD MARKINGS INC, 1850 E ENCANTO DRIVE, 1741 S HOLBROOK LN, TEMPE, AZ 85281

6.6.2.5	1-way only "Jr."	1,000 EA	\$ 2.244 2.20 /EA
6.6.2.6	2-way 2-color "Jr."	50 EA	\$ 2.397 2.35 /EA
6.6.3	Guardrail/Barrier Delineator (Reflectorized)		
6.6.3.1	Yellow	25 EA	\$ 6.12 6.00 /EA
6.6.3.2	White	25 EA	\$ 6.12 6.00 /EA
6.6.4	Ceramic Button (3/4" x 4") (Non-Reflectorized)		
6.6.4.1	Yellow	200 EA	\$ 2.805 2.75 /EA
6.6.4.2	White	200 EA	\$ 2.703 2.65 /EA
6.6.4.3	Black	200 EA	\$ 2.907 2.85 /EA
6.7	REMOVAL OF EXISTING PAVEMENT MARKINGS/MARKERS:		
6.7.1	Paint	5 000 LF	\$ 0.3825 0.375 /LF
6.7.2	Tape/Cold Plastic	1,000 LF	\$ 0.4896 0.48 /LF
6.7.3	Thermoplastic	2,000 LF	\$ 0.4794 0.47 /LF
6.7.4	Guardrail/Jersey Barrier Markers	25 EA	\$ 2.04 2.00 /EA

Terms: 2 % 15 NET 30

Federal Tax ID Number: 86-0766640

Telephone Number: 480-966-4340

Fax Number: 480-966-3851

Contact Person: ~~M. Madison~~ **Michael Wittl**

Vendor Number: 860766640

Contract Period: To cover the period ending June 30, **2005.** ~~2004~~ ~~2003.~~

UNITED RENTALS HIGHWAY TECHNOLOGIES INC.**UNITED RENTALS NORTHWEST INC, HIGHWAY TECHNOLOGIES GROUP, 3116 S ROOSEVELT, TEMPE, AZ 85282**
SUNLINE MARKINGS CO, 4200 E BROADWAY, PHOENIX, AZ 8504085082 0550

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: ____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X___ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ___X___ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES ___X___ NO

C970111/B0603718
NIGP CODE 96661**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.1	NEW STRIPING, WATER BORNE PAINT (LAYOUT REQUIRED)		
6.1.1	Roadway Striping, w/beads (Long Line)		"Secondary Award"
6.1.1.1	White	105600 LF	\$ <u>0.06</u> /LF
6.1.1.2	Yellow	14000 LF	\$ <u>0.06</u> /LF
6.1.2	Intersection Striping		
6.1.2.1	Cross walk (12") (White or Yellow)	3456 LF	\$ <u>0.45</u> /LF * 0.15 4" EQ.
6.1.2.2	Holding Bar (8")	5760 LF	\$ <u>0.30</u> /LF * 0.15 4" EQ.
6.1.2.3	Stop Bar (12")	432 LF	\$ <u>0.45</u> /LF * 0.15 4" EQ.
6.1.2.4	Islands (8")	200 LF	\$ <u>0.30</u> /LF * 0.15 4" EQ.
6.1.2.5	Arrows (LT., RT., & ST.)	36 EA	\$ <u>70.00</u> /EA * 0.15 4" EQ.
6.1.3	Railroad Pavement Marking		
6.1.3.1	Stop Bar (24")	108 LF	\$ <u>0.90</u> /LF * 0.15 4" EQ.
6.1.3.2	"X"ing Pavement Marking (16")	60 LF	\$ <u>0.60</u> /LF * 0.15 4" EQ.
6.1.3.3	"R.R." Pavement Marking	3 EA	\$ <u>150.00</u> /EA
6.1.4	Pavement Wording (Example: School, Stop Ahead)		
6.1.4.1	All letters and/or Numbers	12 EA	\$ <u>50.00</u> /EA

*** Additional Pricing**

UNITED RENTALS HIGHWAY TECHNOLOGIES INC.

~~UNITED RENTALS NORTHWEST INC, HIGHWAY TECHNOLOGIES GROUP, 3116 S ROOSEVELT, TEMPE, AZ 85282~~
~~SUNLINE MARKINGS CO, 4200 E BROADWAY, PHOENIX, AZ 8504085082 0550~~

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.2	RE-STRIPING, WATER BORNE PAINT (NO LAYOUT REQUIRED):		
6.2.1	Roadway Striping, w/beads (Long Line)		“Secondary Award”
6.2.1.1	White	5280000 LF	\$ <u>0.05</u> /LF
6.2.1.2	Yellow	660000 LF	\$ <u>0.05</u> /LF
6.2.2	Intersection Striping		
6.2.2.1	Cross walk (12”) (White or Yellow)	1920 LF	\$ <u>0.45</u> /LF * 0.15 4” EQ.
6.2.2.2	Holding Bar (8”)	3200 LF	\$ <u>0.30</u> /LF * 0.15 4” EQ.
6.2.2.3	Stop Bar (12”)	60 LF	\$ <u>0.45</u> /LF * 0.15 4” EQ.
6.2.2.4	Islands (8”)	100 LF	\$ <u>0.30</u> /LF * 0.15 4” EQ.
6.2.2.5	Arrows (LT., RT., & ST.)	20 EA	\$ <u>70.00</u> /EA
6.2.3	Railroad Pavement Marking		
6.2.3.1	Stop Bar (24”)	108 LF	\$ <u>0.90</u> /LF * 0.15 4” EQ.
6.2.3.2	“X”ing Pavement Marking (16”)	60 LF	\$ <u>0.60</u> /LF * 0.15 4” EQ.
6.2.3.3	“R.R.” Pavement Marking	3 EA	\$ <u>150.00</u> /EA
6.2.4	Pavement Wording (Example: School, Stop Ahead)		
6.2.4.1	All letters and/or Numbers	12 EA	\$ <u>50.00</u> /EA

*** Additional Pricing**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.3	NEW STRIPING, THERMOPLASTIC (LAYOUT REQUIRED):		
6.3.1	Roadway Striping (Long Line)		“Secondary Award”
6.3.1.1	30 mils thick	1000 LF	\$ <u>0.09</u> /LF
6.3.1.2	60 mils thick	100 LF	\$ <u>0.16</u> /LF
6.3.1.3	90 mils thick	1,000 LF	\$ <u>0.24</u> /LF
6.3.1.4	120 mils thick	1,000 LF	\$ <u>0.32</u> /LF
6.3.2	Intersection Striping (at 120 mils thick)		

UNITED RENTALS HIGHWAY TECHNOLOGIES INC.

~~UNITED RENTALS NORTHWEST INC, HIGHWAY TECHNOLOGIES GROUP, 3116 S ROOSEVELT, TEMPE, AZ 85282~~
~~SUNLINE MARKINGS CO, 4200 E BROADWAY, PHOENIX, AZ 8504085082 0550~~

6.3.2.1	Cross walk (12") (White or Yellow)	2,000 LF	\$ <u>1.20</u> /LF * 0.40 4" EQ.
6.3.2.2	Holding Bar (8")	2,000 LF	\$ <u>0.80</u> /LF * 0.40 4" EQ.
6.3.2.3	Stop Bar (12")	2,000 LF	\$ <u>1.20</u> /LF * 0.40 4" EQ.
6.3.2.4	Islands (8")	500 LF	\$ <u>0.80</u> /LF * 0.40 4" EQ.
6.3.2.5	Arrows (LT., RT., & ST.)	10 EA	\$ <u>1.50</u> /EA
6.3.3	Railroad Pavement Marking (120 mils thick)		
6.3.3.1	Stop Bar (24")	1,000 LF	\$ <u>2.40</u> /LF * 0.40 4" EQ.
6.3.3.2	"X" ing Pavement Marking	1,000 LF	\$ <u>1.60</u> /LF * 0.40 4" EQ.
6.3.3.3	"R.R." Pavement Marking	6 EA	\$ <u>125.00</u> /EA
6.3.4	PAVEMENT WORDING (120 mils) (Example: School, Stop Ahead)		
6.3.4.1	All letters and/or Numbers	6 EA	\$ <u>200.00</u> /EA

*** Additional Pricing**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.4	RE-STRIPING, THERMOPLASTIC (NO LAYOUT REQUIRED):		
6.4.1	Roadway Striping (Long Line)		"Secondary Award"
6.4.1.1	30 mils thick	2000 LF	\$ <u>0.09</u> /LF
6.4.1.2	60 mils thick	2000 LF	\$ <u>0.16</u> /LF
6.4.1.3	90 mils thick	1,000 LF	\$ <u>0.24</u> /LF
6.4.1.4	120 mils thick	2,000 LF	\$ <u>0.32</u> /LF
6.4.2	Intersection Striping (120 mils thick)		
6.4.2.1	Crosswalk (12") (White or Yellow)	4,000 LF	\$ <u>1.20</u> /LF * 0.40 4" EQ.
6.4.2.2	Hold Bar (8")	4,000 LF	\$ <u>0.80</u> /LF * 0.40 4" EQ.
6.4.2.3	Stop Bar (12")	4,000 LF	\$ <u>1.20</u> /LF * 0.40 4" EQ.
6.4.2.4	Islands (8")	500 LF	\$ <u>0.80</u> * 0.40 4" EQ.
6.4.2.5	Arrow (LT., RT., & ST.)	30 EA	\$ <u>150.00</u> /EA
6.4.3	Railroad Pavement Marking (120 mils thick)		
6.4.3.1	Stop Bar (24")	500 LF	\$ <u>2.40</u> /LF * 0.40 4" EQ.
6.4.3.2	"X"ing Pavement Marking	500 LF	\$ <u>1.60</u> /LF * 0.40 4" EQ.

UNITED RENTALS HIGHWAY TECHNOLOGIES INC.

~~UNITED RENTALS NORTHWEST INC, HIGHWAY TECHNOLOGIES GROUP, 3116 S ROOSEVELT, TEMPE, AZ 85282~~
~~SUNLINE MARKINGS CO, 4200 E BROADWAY, PHOENIX, AZ 8504085082 0550~~

6.4.3.3 "R.R." Lettering 6 EA \$ 125.00 /EA

6.4.4 Pavement Wording (120 mils) (Example: School, Stop Ahead)

6.4.4.1 All Letters and/or Numbers 6 EA \$ 200.00 /EA

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
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6.5 RE-STRIPING, THERMOPLASTIC (NO LAYOUT REQUIRED)

6.5.1 Intersection striping (at 30 mils thick) **"Secondary Award"**

6.5.1.1 Crosswalk (12"0 (White or Yellow) 1,000 LF \$ 0.75 /LF ***0.25 4" EQ.**

6.5.1.2 Holding Bar (8") 1,000 LF \$ 0.50 /LF ***0.25 4" EQ.**

6.5.1.3 Stop Bar (12") 1,000 LF \$ 0.75 /LF ***0.25 4" EQ.**

6.5.1.4 Islands (8") 1,000 LF \$ 0.50 /LF ***0.25 4" EQ.**

6.5.1.5 Arrow (LT., RT., ST.) 10 EA \$ 100.00 /EA

6.5.2 Railroad Pavement Marking (30 mils thick)

6.5.2.1 Stop Bar (24") 1,000 LF \$ 1.50 /LF ***0.25 4" EQ.**

6.5.2.2 "X"ing Pavement Marking 500 LF \$ 1.00 /LF ***0.25 4" EQ.**

6.5.2.3 "R.R." Lettering 6 EA \$ 100.00 /EA

6.5.3 Pavement Wording (30 mils) (Example: School, Stop Ahead)

6.5.3.1 All Letters and/or Numbers 6 EA \$ 100.00 /EA

6.6 INSTALLATION OF RAISED PAVEMENT MARKERS:

6.6.1 Stimsonite Markers

6.6.1.1 2-way 1-color "Full size" 20,000 EA \$ 2.50 /EA

6.6.1.2 1-way only "Full size" 30,000 EA \$ 2.40 /EA

6.6.1.3 2-way 2-color "Full size" 500 EA \$ 2.50 /EA

6.6.1.4 2-way 1-color "Jr." 1,000 EA \$ 3.00 /EA

6.6.1.5 1-way only "Jr." 1,000 EA \$ 2.90 /EA

6.6.1.6 2-way 2-color "Jr." 50 EA \$ 3.00 /EA

*** Additional Pricing**

UNITED RENTALS HIGHWAY TECHNOLOGIES INC.**UNITED RENTALS NORTHWEST INC, HIGHWAY TECHNOLOGIES GROUP, 3116 S ROOSEVELT, TEMPE, AZ 85282****SUNLINE MARKINGS CO, 4200 E BROADWAY, PHOENIX, AZ 8504085082 0550**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT
6.6.2	Ray-O-Lite Markers		“Secondary Award”
6.6.2.1	2-way 1-color "Full size"	1,000 EA	\$ <u>2.50</u> /EA
6.6.2.2	1-way only "Full size"	1,000 EA	\$ <u>2.40</u> /EA
6.6.2.3	2-way 2-color "Full size"	50 EA	\$ <u>2.50</u> /EA
6.6.2.4	2-way 1-color "Jr."	1,000 EA	\$ <u>3.00</u> /EA
6.6.2.5	1-way only "Jr."	1,000 EA	\$ <u>2.90</u> /EA
6.6.2.6	2-way 2-color "Jr."	50 EA	\$ <u>3.00</u> /EA
6.6.3	Guardrail/Barrier Delineator (Reflectorized)		
6.6.3.1	Yellow	25 EA	\$ <u>5.00</u> /EA
6.6.3.2	White	25 EA	\$ <u>5.00</u> /EA
6.6.4	Ceramic Button (3/4" x 4") (Non-Reflectorized)		
6.6.4.1	Yellow	200 EA	\$ <u>2.50</u> /EA
6.6.4.2	White	200 EA	\$ <u>2.50</u> /EA
6.6.4.3	Black	200 EA	\$ <u>3.00</u> /EA
6.7	REMOVAL OF EXISTING PAVEMENT MARKINGS/MARKERS:		
6.7.1	Paint	5 000 LF	\$ <u>0.40</u> /LF
6.7.2	Tape/Cold Plastic	1,000 LF	\$ <u>0.45</u> /LF
6.7.3	Thermoplastic	2,000 LF	\$ <u>0.45</u> /LF
6.7.4	Guardrail/Jersey Barrier Markers	25 EA	\$ <u>2.00</u> /EA

Terms: 2 % 30 NET 31

Federal Tax ID Number: ~~86-0180710~~ **93-0257120**Telephone Number: ~~602/437-3636~~ **480-894-2101**Fax Number: ~~602/437-8740~~ **480-967-6699**

Contact Person: Jay Moum

Vendor Number: ~~860180710-A~~ **930257120 C**Contract Period: To cover the period ending June 30, **2005.** ~~2004~~ ~~2003.~~